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UNITED STATES DISTRICT COURT
DISTRICT OF NEVADA

NEXTHOME, INC.,

Plaintiff,

v.

ADOPTANAGENT LLC, GEORGE BUDD,
and OURNEXTHOME.COM,

Defendants.

Case No. 2:18-cv-01989-GMN-NJK

CONSENT DECREE

It now appearing to the Court, as evidenced by the stipulation of the parties below, that Plaintiff, NextHome, Inc. (“NextHome”), and Defendants, AdoptAnAgent LLC (“AdoptAnAgent”), George Budd (“Budd”), and OurNextHome.com (“OurNextHome.com,” jointly, “Defendants”), desire to settle all matters in issue between them, including those raised in the Complaint and that could have been raised as a counterclaim, and the Court, being duly advised that the parties wish to resolve this matter pursuant to a consent decree and this Order, IT IS THEREFORE ORDERED, ADJUDGED AND DECREED THAT:

1. There is no just reason for delay of entry of this Decree and this Decree shall be the final judgment with prejudice of the claims raised in this lawsuit.

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2. The Court has jurisdiction over the subject matter of this action and the parties hereto. The Court has personal jurisdiction over Defendants and over Plaintiff for purposes of this matter.

PARTIES

3. NextHome is a Delaware corporation with a principal place of business in Pleasanton, California. NextHome is the owner of the intellectual property at issue in this case.

4. AdoptAnAgent is a Nevada limited liability company with a principal place of business in Las Vegas, Nevada. Budd is a managing agent of AdoptAnAgent and has authority to enter this consent decree on behalf of AdoptAnAgent.

5. Budd is a citizen and resident of California but does business in Nevada and does not contest the personal jurisdiction of this Court over him in regard to this dispute.

6. OurNextHome.com is a domain name owned by Budd and the website at that domain is operated by Budd. The website targets customers or clients in Nevada. Budd has authority to enter into this consent decree on behalf of OurNextHome.com.

NEXTHOME'S BUSINESS AND INTELLECTUAL PROPERTY

7. NextHome offers real estate brokerage and mortgage brokerage services, directly and through franchisees.

8. NextHome has adopted and used the NEXTHOME® mark for its real estate and mortgage brokerage services.

9. In addition to its own use of the NEXTHOME® mark, NextHome has been assigned all rights in that mark and the goodwill that accompanies the mark by Next Home, Inc. (“Assignor”).

10. Assignor began use of the NEXTHOME® mark in interstate commerce in connection with financial services, namely real estate brokerage services, as early as September 1997.

1 11. On February 24, 1997, Assignor filed an application to register the
2 NEXTHOME® mark on the Principal Register of the U.S. Patent and Trademark Office for use
3 in connection with financial services, namely real estate brokerage services and mortgage
4 brokerage services. That application was registered on September 29, 1998, Registration No.
5 2,192,807. Sections 8 and 15 Declarations have been filed and approved, thus, this mark has
6 become incontestable. The registration has been renewed, is valid and in full force and effect.

7 12. NextHome, through itself and Assignor, has made constant interstate use of the
8 NEXTHOME® mark since as early as September 1997.

9 **BACKGROUND AS TO DEFENDANTS' CONDUCT**

10 13. Defendants operate a website located at www.ournexthome.com that promotes
11 homes for sales and real estate agents.

12 14. Budd owns the domain name www.ournexthome.com.

13 15. Defendants began these activities after NextHome began use of the
14 NEXTHOME® mark and obtained a federal registration of that mark.

15 16. Defendants' activities are without the consent, authorization or license of
16 NextHome.

17 17. Defendants' activities constitute registered and common law infringement of
18 NextHome's NEXTHOME® mark and trade name.

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1 **ORDER**

2 1. Defendants, their officers, directors, members, agents, employees, and all persons
3 in active concert or participation with them who receive actual notice of this Order, by personal
4 service, are permanently enjoined from doing, abiding, causing or abetting any of the following,
5 except as authorized by NextHome:

6 (a) infringing the NEXTHOME® mark, including using any mark, domain
7 name or business name including both the words “next” and “home,” or contributing to the
8 infringement of that mark, unless such mark has been previously agreed upon by NextHome;

9 (b) placing content on or allowing content to be placed or remain on the
10 website located at www.ournexthome.com that relates to or concerns the sale, offer for sale,
11 rental, maintenance, construction, or renovation of real estate, or the business of real estate
12 agencies, the promotion of leads or listings for real estate professionals, or the real estate
13 profession, unless such use has previously been agreed upon by NextHome;

14 (c) engaging in any acts or activities calculated to infringe NextHome’s
15 NEXTHOME® mark;

16 (d) using NEXTHOME, NEXT HOME, or any mark including both the words
17 “next” and “home,” or any similar mark thereto, in selling, offering for sale, promoting,
18 advertising, marketing or distributing of Defendants’ products or services, advertisements or
19 marketing materials, including but not limited to use as part of a domain name, unless previously
20 agreed upon by NextHome; and

21 (e) using NEXTHOME, NEXT HOME, or both the words “next” and
22 “home,” in a business or corporate name, unless such business or corporate name has previously
23 been agreed upon by NextHome.

2. If NextHome believes that any Defendant is in violation of the terms of this Consent Decree, NextHome shall give written notice to such Defendant, identifying the nature of the violation that has occurred or is occurring, and a minimum of ten (10) business days from date such written notice is delivered to address and cure the identified violation(s) before taking any further action to enforce this Consent Decree.


3. Defendants will, within thirty (30) days of entry of this Consent Decree, assign to NextHome the domain name www.ournnexthome.com, and will cooperate in taking the actions needed to perfect that assignment.

4. Each party shall bear its own fees and costs.

5. This Court shall retain jurisdiction over the parties, and retains exclusive jurisdiction to resolve disputes arising out of this Consent Decree and to enforce the terms of the Consent Decree.

IT IS SO ORDERED.

Dated this 13 day of December, 2018.


Gloria M. Navarro, Chief Judge
UNITED STATES DISTRICT COURT

1 The entry of the above Consent Decree in this case is consented to and approved by each
2 party hereto as acknowledged by the signature of each party below.

3 NEXTHOME, INC.

DocuSigned by:

James Dwiggins

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4 By: _____
5 Name: James Dwiggins
6 Title: President

ADOPTANAGENT LLC

By: George Budd
Name: George Budd
Title: Manager

7 OURNEXTHOME.COM

8 By: George Budd
9 Name: George Budd
10 Title: Owner

11 GEORGE BUDD

12 George Budd
13

14
15 APPROVED AS TO FORM:

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19 Attorneys for Plaintiff, NextHome, Inc.

Attorneys for Defendants